This view regards the culpability of the defendant, so far as the public is concerned, as immaterial in determining the right of the complainants to relief. It has been held that property in a trade-mark will pass by operation of law to one who takes the right to manufacture the merchandise to which the trade-mark has attached. *Dixon Crucible Co.* v. *Guggenheim,* 2 Brewst. 321. Further, that an assignment of a business with the debts and plant includes trade-marks, and gives the assignee the exclusive right thereto. *Morgan* v. *Rogers,* 19 Fed. 596. Thus, by analogy, the dissenting opinion would seem to carry with it the support of what decisions may be applied under the peculiar circumstances involved. And, indeed, since the complainants might have retained their former trade-mark in Spain, it is difficult to substantiate their right to an injunction upon any ground, as the rule has frequently been applied in such cases that the voluntary relinquishment of an old device for a new forfeits the right to the old. *Manhattan Medicine Co.* v. *Wood, Fed. Cas.* No. 9026, affirmed in 108 U. S. 218, 2 Sup. Ct. 436.

TRUSTS—DISPOSAL OF TRUST PROPERTY—TRANSFER WITHOUT "SALE"—NATURE AND ELEMENTS OF SALES.—Land was conveyed to an agricultural association in trust for use as exhibition grounds, a part to be sold or disposed of for meeting the expenses of the trust, including expenses of litigation. The trustees deeded part of the tract to B. in payment for legal services. *Held,* that the power of disposition was not limited to a sale for cash, even giving the word "sale" the strict definition of the code. *Mansfield* v. *District Agr. Ass'n. No. 6* (1908), — Cal. —, 97 Pac. 150.

In 7 MICH. L. REV. 78 there was noted the broad extension of the use of the word "sale" to include barter in the case of liquor transactions. The principal case illustrates the more general use of the word, in spite of the definition of the Cal. Civ. Code, § 1721, where sale is defined as an exchange of property for a money consideration. The court says that although "the word 'sell' itself in transactions touching personal property usually has reference to a pecuniary or money consideration, yet courts have never hesitated to give the word a broader significance when the meaning of the law or of a private contract seemed to call for it, and the much more generally accepted definition of a sale is the exchange of an interest in real or personal property for money or its equivalent." This view is sustained in *Roberts* v. *Northern Pacific Ry. Co.,* 158 U. S. 1, where the court says that if certain persons had power to sell land for money, there is no express provision of law that restricts them from selling for money's worth. The same liberal view of the word is sustained in *Borland* v. *Nevada Bank,* 99 Cal. 89, and *Howard* v. *Harris,* 8 Allen (Mass.) 297; *Iowa* v. *McFarland,* 110 U. S. 471, says money or its equivalent. The cases are very much divided in their definitions of the word, some holding money necessary, others a consideration simply, and still others accepting various equivalents for money. The American Sale of Goods Act, as yet adopted in but few states, adopts the more liberal interpretation of the word "sale." In

Sec. 1, Art. 1, "a consideration called the price" is necessary for a contract of sale, and in Sec. 9, Art. 2, the act states that "the price may be made payable in any personal property."

WILLS—CONSTRUCTION—EFFECT OF SUBSEQUENT CHANGE OF JUDICIAL INTERPRETATION.—Testator used certain language disposing of his real estate. According to the settled construction given to such language by the courts at the time the will was made, his daughter's daughter took a vested remainder. The courts have since determined that such language gives only a contingent estate. *Held,* that the rights of the beneficiaries are to be determined by the construction which the law would have given to the will when made. *Hood et al.* v. *Pennsylvania Society to Protect Children from Cruelty* (1908), — Pa. —, 70 Atl. 845.

Shall a will speak as of the date of the drafting thereof or as of the date of the death of the testator? The courts and writers on the law of wills have been troubled in answering this question. JARMAN, WILLS, Vol. 1, 5th Am. Ed. 318 (Chap. X), and cases cited therein. At first sight this case seems to be directly in point upon this query, but on closer examination it will be found only a phase of the broader subject, but so closely allied thereto that an understanding of what the authorities have thought and said helps wonderfully in a discussion of the principles of law more directly involved. JARMAN, WILLS, supra. The chief interest here is found in the light which is thrown upon the evident desire of the courts to get back to "the true rule of looking only to the [testator's] actual intent." In considering these facts the general principle of law "that when a judicial decision is rendered the law is not presumed to be changed by it, but to have been the same before as after, although previous decisions have been to a different effect" is met with. To unqualifiedly accept this principle would not permit the rendition of the decision here reached. The court in its decision did recognize the general principle of law but refused to apply it in the face of the well established cardinal principle of the law of wills, to wit, the intention of the testator must prevail. This decision apparently stands alone among the reported cases in the courts of last resort. There are, however, many cases which might be regarded as analogous, in which a statutory change subsequent to the drafting and execution of a will and affecting rights of beneficaries thereunder is involved. ROOD, WILLS, § 402, aptly states the reason of law to be "that a statute inaugurating some change in public policy ought not to be so applied as to disappoint persons who have had their wills drawn upon good legal advice, and have not taken the pains to consult a lawyer every day afterwards till the time of their deaths to know whether the law has been changed." This expression of what the law ought to be accords with the weight of judicial authority in both the American and English courts. *Quick's Executor* v. *Quick* (1870), 21 N. J. Eq. 13; *Mander* v. *Harris* (1884), 27 Ch. Div. 166, 54 L. J. Ch. 143, 51 L. T. (N. S.) 380; *In re Swenson's Estate* (1893), 55 Minn. 300, 56 N. W. 1115; and cases cited under them. The law of Pennsylvania itself accords with this view. *Gable's Executors* v. *Daub* (1861), 40 Pa. St. 217; *Taylor* v. *Mitchell* (1868), 57 Pa. St. 209. There are